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REMARKS

By this amendment, claims 9, 26-29, 30-36 and 38 have been modified to correct dependency for minor issues of clarity.

Regarding claim 1, although Applicant has employed the phrase "alone or in combination," it is Applicant's position that since the Doumanidis et al. reference ('393) neither teaches nor suggests any of the three control mechanisms, anticipation has not been established.

With respect to the energy delivered to the bond zone, it is the Examiner's argument that since the control unit 46 of Doumanidis "controls the operation of the ultrasonic welder," "Doumanidis controls the energy delivered to the bond zone in a manner claimed by applicant." Applicant has perused the passages cited by the Examiner, and disagrees that Doumanidis anticipates "in the manner claimed by applicant." In particular, with respect to this aspect of Applicant's claim 1, the claimed process of Applicant "maintains consistent energy delivered to the bond zone." Despite the fact that Doumanidis has a control unit 46 which controls the operation of the ultrasonic welder, this is not the same as the claimed step of "maintaining consistent energy delivered to the bond zone." In fact, nowhere in Doumanidis is there a disclosure or discussion of anything other than simply performing welding operations at different points. Anticipation may be established only when a single prior art reference discloses, expressly or under principles of inherency, each and every element of a claimed invention. RCA Corp. v. Applied Digital Data Systems, 730 F.2d 1440, 1444, 221 USPQ 385, 388 (Fed. Cir. 1984). Moreover, anticipation requires the presence of all elements of a claimed invention as arranged in the claim, such that a disclosure "that 'almost' meets that standard does not 'anticipate'." Connell v. Sears, Roebuck Co., 722 F.2d 1542, 1548, 220 USPQ 193, 198 (Fed. Cir. 1983). Accordingly, anticipation has been established with respect to this aspect of the claim.

With regard to maintaining uniform thermal conditions, the Examiner cites column 9, lines 51-56 of Doumanidis which states only that the temperature rise of the material being consolidated is a functional process, having a maximum range between 35 percent and 50 percent of the material melting temperature. This rise in temperature, then, is an after-affect or artifact of the process used to consolidate the materials, and it is clear from this passage that such temperature rise is not *maintained*, but rather, is simply observed. Given that Applicant's claim includes a limitation of "maintaining

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uniform thermal conditions in the bond zone," such a limitation has not been met. With respect to the step of "maintaining consistent stiffness and mechanical resistance to vibration," apparently the Examiner has not found any disclosure even remotely related to this feature. Since it is Applicant's position that Doumanidis does not maintain consistent energy delivery to the bond zone or consistent stiffness to mechanical resistance to vibration in the bond zone or uniform thermal conditions in the bond zone, anticipation has not been established.

Since this case only has a single independent claim, claim 1, it is Applicant's position that all of the dependent claims are in condition for allowance as well. Nevertheless, Applicant would like to comment on the rejection of claims 5-9, 16-21, 32-33, 38 and 40-42 under 35 U.S.C. §103(a), which stand rejected over Doumanidis et al. Rather than cite substantive disclosure from the prior art in support of the rejection, the Examiner simply takes "official notice" that the various steps and features set forth by Applicant are "well known" or "conventional." However, this is not the standard for establishing obviousness. The conclusion that the claimed subject matter is *prima facie* obvious must be supported by evidence, as shown by some objective teaching in the prior art or by knowledge generally available to one of ordinary skill in the art that would have led that individual to combine the relevant teachings of the references to arrive at the claimed invention. See In re Fine, 837 F.2d 1071, 1074, 5 USPQ2d 1596, 1598 (Fed. Cir. 1988).

Rejections based on §103 must rest on a factual basis with these facts being interpreted without hindsight reconstruction of the invention from the prior art. The examiner may not, because of doubt that the invention is patentable, resort to speculation, unfounded assumption or hindsight reconstruction to supply deficiencies in the factual basis for the rejection. "Broad conclusory statements regarding the teaching of multiple references, standing alone, are not 'evidence.'" In re Dembiczuk, 175 F.3d 994, 999, 50 USPQ2d 1614, 1617 (Fed. Cir. 1999). "Merely denials and conclusory statements, however, are not sufficient to establish a genuine issue of material fact." Dembiczak, 175 F.3d at 999-1000, 50 USPQ2d at 1617, citing McElmurry v. Arkansas Power & Light Co., 995 F.2d 1576, 1578, 27 USPQ2d 1129, 1131 (Fed. Cir. 1993).

Based upon the foregoing, Applicant contends that all claims are in condition for allowance. Questions regarding this application may be directed to the undersigned attorney by telephone, facsimile or electronic mail.

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Respectfully submitted,

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